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REQUEST FOR QUOTATIONS - CONSTRUCTION

A. PRICE

The contractor shall complete all work, including furnishing all labor, material, equipment and services required under this purchase order for the following firm fixed price and within the time specified. This price shall include all labor, materials, overhead and profit.

Total	Drico
IOtal	LIICE

A.1 VALUE ADDED TAX.

VALUE ADDED TAX (VAT). The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

The US Government is exempt from payment of taxes as qualifying entity under Section 3 (b)(3) of Revenue Regulations No, 6-97 dated January 02, 1997. In accordance with this regulation, all sales made by the contractors or suppliers to the U.S. Government are subject to zero percent (0%) rate and are, therefore, not subject to the value added tax.

B. SCOPE OF WORK

The character and scope of the work are set forth in the contract. The Contractor shall furnish and install all materials required by this contract.

In case of differences between small and large-scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other portions of the work.

C. PACKAGING AND MARKING

Mark materials delivered to the site as follows:

American Embassy Manila, Philippines (For: IM / TEL)

D. INSPECTION AND ACCEPTANCE

The COR, or his/her authorized representatives, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

D.1 Substantial Completion

- (a) "Substantial Completion" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:
 - (1) do not interfere with the intended occupancy or utilization of the work, and
 - (2) can be completed or corrected within the time period required for final completion.
- (b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

Use and Possession upon Substantial Completion - The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate will be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

D.2 Final Completion and Acceptance

D.2.1 "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

- D.2.2 The "date of final completion and acceptance" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.
- D.2.3 Final Inspection and Tests The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.
- D.2.4 Final Acceptance If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:
 - Satisfactory completion of all required tests,
 - a final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
 - submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance)

E. DELIVERIES OR PERFORMANCE

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to:

- (a) commence work under this contract within **thirty (30) calendar days** calendar days after the date the Contractor receives the notice to proceed,
- (b) prosecute the work diligently, and,
- (c) complete the entire work ready for use not later than thirty (30) working days after notice to proceed.

The time stated for completion shall include final cleanup of the premises and completion of punch list items.

52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000)

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of **PHP 8,296.00** for each calendar day of delay until the work is completed or accepted.
- (b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.

CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

- (a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as "**Five (5)** calendar days after receipt of an executed contract".
- (b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.
- (c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the job site.
- (d) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The contractor shall identify each deliverable as required by the contract.
- (e) Acceptance of Schedule: When the Government has accepted any time schedule; it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:
 - (1) Extend the completion date or obligate the Government to do so.
 - (2) Constitute acceptance or approval of any delay, or
 - (3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

Notice Of Delay - If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than ten (10) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

Notice to Proceed

- (a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then prosecute the work, commencing and completing performance not later than the time period established in the contract.
- (b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

Working Hours - All work shall be performed during Monday to Friday 7:30AM – 4:30PM. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

Preconstruction Conference

A preconstruction conference will be held 10 days after contract award at the American Embassy Manila, General Services Office (GSO) Seafront Compound Roxas Boulevard, Pasay City Philippines to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect construction progress. See FAR 52.236-26, Preconstruction Conference.

Deliverables - The following items shall be delivered under this contract:

Description	Quantity	<u>Delivery Date</u> <u>Delivery Date</u>	Deliver to
Section G. Securities/Insurance	1	10 days after award	CO
Section E. Construction Schedule	1	10 days after award	COR
Section E Preconstruction Conference	1	10 days after award	COR
Section G. Personnel Biographies 1		10 days after award	COR
Section F. Payment Request	1	last calendar day of each month	COR
Section D. Request for Substantial Completion	1	15 days before inspection	on COR
Section D. Request for Final Acceptance	1	5 days before inspection	n COR

F. ADMINISTRATIVE DATA

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

- (a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.
 - (b) The COR for this contract is Mr. William Prespare

<u>Payment</u>: The Contractor's attention is directed to Section H, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following elaborates on the information contained in that clause.

Requests for payment, may be made no more frequently than monthly. Payment requests shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

After receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount, which is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage allowed by in 52.232-5, the Contracting Officer shall advise the Contractor as to the reasons.

Under the authority of 52.232-27(a), the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

Prompt payment will be processed upon receipt of the ORIGINAL INVOICE / STATEMENT by FMC to be sent out to the following address only.

FINANCIAL MANAGEMENT CENTER (FMC) Embassy of the United States of America 1201 Roxas Boulevard Ermita, Manila

G. SPECIAL REQUIREMENTS

- G.1.0 The Contractor shall furnish a performance and guarantee bond on form provided by and from sureties acceptable to the Government in the amount of **20%** of Contract Price.
- G.1.1 The Contractor shall provide the information required by the paragraph above within ten (10) calendar days after award. Failure to timely submit the required security may result in rescinding or termination of the contract by the Government. If the contract is terminated, the contractor will be liable for those costs as described in FAR 52.249-10, Default (Fixed-Price Construction), which is included in this purchase order.
- G.1.2 The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time. This security shall also guarantee the correction of any defects after completion, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.
- G.1.3 The required securities shall remain in effect in the full amount required until final acceptance of the project by the Government. Upon final acceptance, the penal sum of the performance security shall be reduced to 10% of the contract price. The security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage.
- G.2.0 Insurance The Contractor is required by FAR 52.228-5, "Insurance Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:

- G.2.1 General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)
 - 1. Bodily Injury on or off the site stated in US Dollars:

Per Occurrence PHP 50,000.00 Cumulative PHP 100,000.00

2. Property Damage on or off the site in US Dollars:

Per Occurrence PHP 50,000.00 Cumulative PHP 100,000.00

- G.2.2 The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.
- G.2.3 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.
- G.2.4 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.
- G.2.5 The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.
- G.3.0 Document Descriptions
- G.3.1 Supplemental Documents: The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.
- G.3.1.1 Record Documents. The Contractor shall maintain at the project site:

- a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,
- (2) a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.
- G.3.1.2 "As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:
 - (1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,
 - (2) record shop drawings and other submittals, in the number and form as required by the specifications.
- G.4.0 Laws and Regulations The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.
- G.4.1 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.
- G.4.2 The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.
- G.4.3 The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.
- G.5.0 Construction Personnel The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing, that the Contractor remove from the work any

employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

- G.5.1 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.
- G.5.2 After award, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take 21 days to perform. For each individual the list shall include:

Full Name
Place and Date of Birth
Current Address
Identification number
Completed RSO biographic data form for each personnel (Attachment 6 under Section J)

3 pcs. 2"x2" colored ID picture Local Police Clearance Barangay Clearance Original copy of NBI clearance (not more than 6 months old)

Failure to provide any of the above information may be considered grounds for rejection and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

- G.5.3 The Contractor shall provide an English speaking supervisor on site at all times. This position is considered as key personnel under this purchase order.
- G.6.0 Materials and Equipment All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer.
- G.7.0 Special Warranties

- G.7.1 Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they are not in conflict.
- G.7.2 The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

G.8.0 Equitable Adjustments

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice (within 20 days) stating:

- (a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and
- (b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract

The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence following FAR 52.236-2, Differing Site Conditions.

G.9.0 Zoning Approvals and Permits

The Government shall be responsible for:

- obtaining proper zoning or other land use control approval for the project
- obtaining the approval of the Contracting Drawings and Specifications
- paying fees due for the foregoing; and,
- for obtaining and paying for the initial building permits.

H. CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://acquisition.gov/far/index.html or, http://farsite.hill.af.mil/search.htm

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at http://www.statebuy.state.gov to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>Clause</u>	<u>Title and Date</u>
52.204-7	CENTRAL CONTRACTOR REGISTRATION (DEC 2012)
52.204-9	PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)
52.213-4	Terms and Conditions-Simplified Acquisitions (Other than Commercial Items) (FEB 2012)
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
52.222-19	Child Labor – Cooperation with Authorities and Remedies (AUG 2010)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
52.225-10	Notice of Buy American Act/Balance of Payments Program— Construction Materials (FEB 2000)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.225-14	Inconsistency Between English Version and Translation of Contract (AUG 1989)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)

52.228-11	Pledges of Assets (SEP 2009)
52.228-13	Alternative Payment Protection (JUL 2000)
52.229-6	Taxes - Foreign Fixed-Price Contracts (JUN 2003)
52.232-5	Payments under Fixed-Price Construction Contracts (SEP 2002)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-11	Extras (APR 1984)
52.232-18	Availability of Funds (APR 1984)
52.232-24	Prohibition of Assignment of Claims (JAN 1986)
52.232-27	Prompt Payment for Construction Contracts (OCT 2008)
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration
	(OCT 2003)
52.233-1	Disputes (JUL 2002) Alternate I (DEC 1991)
52.233-3	Protest after Award (AUG 1996)
52.236-2	Differing Site Conditions (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-5	Material and Workmanship (APR 1984)
52.236-6	Superintendence by the Contractor (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)
52.236-8	Other Contracts (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures,
	Equipment, Utilities, and Improvements (APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-11	Use and Possession Prior to Completion (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-14	Availability and Use of Utility Services (APR 1984)
52.236-15	Schedules for Construction Contracts (APR 1984)
52.236-21	Specifications and Drawings for Construction (FEB 1997)
52.236-26	Preconstruction Conference (FEB 1995)
52.242-14	Suspension Of Work (APR 1984)
52.243-4	Changes (JUNE 2007)
52.243-5	Changes and Changed Conditions (APR 1984)
52.244-6	Subcontracts for Commercial Items (DEC 2010)
52.245-9	Use & Charges (AUG 2010)
52.246-12	Inspection of Construction (AUG 1996)
52.246-21	Warranty of Construction (APR 1984)
52.249-2	Termination for Convenience of the Government (Fixed-Price)
	(MAY 2004) Alternate I (APR 1984)
52.249-14	Excusable Delay (APR 1984)
52.249-10	Default (Fixed-Price Construction) (APR 1984)

The following clauses are set forth in full text:

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)

- (a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.
- (b) The DOS Personal Identification Card Issuance Procedures may be accessed at http://www.state.gov/m/ds/rls/rpt/c21664.htm.

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

DOSAR 652.236-70 ACCIDENT PREVENTION (APR 2004)

- (a) General. The contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the contractor shall:
 - (1) Provide appropriate safety barricades, signs and signal lights;
- (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
- (3) Ensure that any additional measures the contracting officer determines to be reasonably necessary for this purpose are taken.
- (4) For overseas construction projects, the contracting officer shall specify in writing additional requirements regarding safety if the work involves:
 - (i) Scaffolding;
 - (ii) Work at heights above two (2) meters;
 - (iii) Trenching or other excavation greater than one (1) meter in depth;
 - (iv) Earth moving equipment;
 - (v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
 - (vi) Work in confined spaces (limited exits, potential for oxygen less that 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
 - (vii) Hazardous materials a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(viii) Hazardous noise levels.

- (b) *Records*. The contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.
- (c) Subcontracts. The contractor shall be responsible for its subcontractors' compliance with this clause.
- (d) Written program. Before commencing work, the contractor shall:
- (1) Submit a written plan to the contracting officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,
- (2) Meet with the contracting officer to discuss and develop a mutual understanding relative to administration of the overall safety program.
- (e) Notification. The contracting officer shall notify the contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the contractor or the contractor's representative on site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the contractor shall immediately take corrective action. If the contractor fails or refuses to promptly take corrective action, the contracting officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.

 (End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The contractor warrants the following:
 - (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
 - (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
 - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the contracting officer.

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

I. LIST OF ATTACHMENTS

ATTACHMENT NO.	DESCRIPTION OF ATTACHMENT	NO.PAGES
Attachment 1:	Standard Form 25, "Performance Bond	
	and Guarantee Bond"	1
Attachment 2:	Drawings	4
Attachment 3:	Breakdown of Price by Divisions of Specifications	2
Attachment 4:	Scope of Work	18
Attachment 5:	Philippine and American Holidays	2
Attachment 6:	RSO biographic data Form	1

J. QUOTATION INFORMATION

A. QUALIFICATIONS OF OFFERORS

Offerors/quoters must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror/Quoter must meet the following requirements:

- (1)Be able to understand written and spoken English;
- Have an established business with a permanent address and telephone (2)listing;
- Be able to demonstrate prior construction experience with suitable (3)references:
- Have the necessary personnel, equipment and financial resources (4)available to perform the work;
- (5)Have all licenses and permits required by local law;
- (6)Meet all local insurance requirements;
- Have the ability to obtain or to post adequate performance security, such (7)as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution:
- (8)Have no adverse criminal record; and
- Have no political or business affiliation which could be considered (9)contrary to the interests of the United States.

B. SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the construction services described in SCOPE OF WORK, and the Attachments which are a part of this request for quotation.

Each quotation must consist of the following:

<u>Volume</u>	<u>Title</u>	No. of Copies*
Attachme	Form 18 including a completed ent 4, "BREAKDOWN OF AL PRICE BY DIVISIONS OF SPECIFICA	TIONS.
	nce schedule in the form of a "bar nd Business Management/Technical	4

Submit the complete quotation to the address indicated on Standard Form 18, if mailed, or the address set forth below, if hand delivered.

American Embassy Manila General Services Office Seafront Compound (F.B. Harrison Gate in front of Pasay City Hall) Roxas Boulevard, Pasay city Philippines 1300

The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation in the appropriate volume of the offer.

Volume II: Performance schedule and Business Management/Technical Proposal.

- (a) Present the performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.
- (b) The Business Management/Technical Proposal shall be in two parts, including the following information:

Proposed Work Information - Provide the following:

- (1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
- (2) The name and address of the Offeror's field superintendent for this project;
- (3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them; and,

Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
- (2) Contract number and type;
- (3) Date of the contract award place(s) of performance, and completion dates; Contract dollar value;
- (4) Brief description of the work, including responsibilities; and
- (5) Any litigation currently in process or occurring within last 5 years.

<u>Evidence that the Offeror can provide the necessary personnel, tools, equipment</u> <u>and financial resources needed to perform the work</u>, to include but not be limited to:

- (1) Financial statements describing your financial condition and capability, including the audited balance sheet, income statement and cash flow statement for the past 3 years;
- (2) Certification of credit lines with banks/financial institutions, suppliers, etc.;
- (3) List of company-owned tools and equipment relative to the performance of the work under this project, providing full description, quantity and condition;
- (4) Evidence that the Offeror has all current licenses and permits required by local law (see DOSAR 652.242-73 in Section H).
- (5) A copy of the Certificate of Insurance or a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

C. 52.236-27 SITE VISIT (FEB 1995)

- (a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.
- (b) A site visit has been scheduled for *January 14, 2014*

(c) Participants will meet at:

U.S. Embassy Manila IRM/TEL, IOC Building, Seafront Compound, Roxas Boulevard, Pasay City

D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be: between PHP 1,000,000.00 to PHP 4,100,000.00.

LATE QUOTATIONS. Late quotations shall be handled in accordance with FAR 15.208

F. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at:

http://acquisition.gov/far/index.html/ or, http://farsite.hill.af.mil/search.htm

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of an Internet "search engine" (such as, Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR. http://www.statebuy.state.gov

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)
52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004), which is incorporated by reference into this solicitation.

K. EVALUATION CRITERIA

Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and33
- otherwise qualified and eligible to receive an award under applicable laws and regulations.

SECTION L - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

L.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d)through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (3I USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d)	Taxpayer Identification Number (TIN).
TIN	J:
[]	TIN has been applied for.
[]	TIN is not required because:
[]	Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
[]	Offeror is an agency or instrumentality of a foreign government;
	Offeror is an agency or instrumentaltiy of the Federal Government.

(e) Type of Organization.	
[] Sole Proprietorship;	
[] Partnership:	
[] Corporate Entity (not tax exempt);	
[] Corporate Entity (tax emempt);	
[] Government entity (Federal, State, or local);	
[] Foreign government;	
[] International organization per 26 CFR 1.6049-4;	
[] Other	
(f) Common Parent.	
[] Offeror is not owned or controlled by a common parent a of this clause.	as defined in paragraph (a)
[] Name and TIN of common parent;	
Name	
TIN	
(End of provision)	

L.2 52.204-8 Annual Representations and Certifications. (DEC 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220 for Construction Management, commercial and institutional building or Warehouse construction; 237310 for Construction Management, highway road, street or bridge; 237990 for Construction Management, outdoor recreation facility; 236118 for Construction Management, residential remodeling; 237110 for Construction Management, water and sewage line and related structures.

- (2) The small business size standard is\$28.5 million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the clause at <u>52.204-7</u>, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the clause at <u>52.204-7</u> is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual

representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

- [] (i) Paragraph (d) applies.
- [] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:
- (i) <u>52.203-2</u>, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) <u>52.203-11</u>, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) <u>52.204-3</u>, Taxpayer Identification. This provision applies to solicitations that do not include the clause at <u>52.204-7</u>, Central Contractor Registration.
- (iv) $\underline{52.204-5}$, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations— Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) <u>52.209-5</u>, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) <u>52.214-14</u>, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) <u>52.215-6</u>, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

- (ix) <u>52.219-1</u>, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) <u>52.219-2</u>, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) <u>52.222-22</u>, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at <u>52.222-26</u>, Equal Opportunity.
- (xii) <u>52.222-25</u>, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at <u>52.222-26</u>, Equal Opportunity.
- (xiii) <u>52.222-38</u>, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) <u>52.223-1</u>, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at <u>52.223-2</u>, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) <u>52.223-4</u>, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
- (xvi) $\underline{52.225-2}$, Buy American Act Certificate. This provision applies to solicitations containing the clause at $\underline{52.225-1}$.
- (xvii) <u>52.225-4</u>, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
 - (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.
- (D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

- (xviii) $\underline{52.225-6}$, Trade Agreements Certificate. This provision applies to solicitations containing the clause at $\underline{52.225-5}$.
- (xix) <u>52.225-20</u>, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.
- (xx) <u>52.225-25</u>, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. This provision applies to all solicitations.
- (xxi) <u>52.226-2</u>, Historically Black College or University and Minority Institution Representation. This provision applies to—
- (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
- (B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at <u>52.219-23</u>, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.
 - (2) The following certifications are applicable as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

[contracting officer check as appropriate.]
(i) <u>52.219-22</u> , Small Disadvantaged Business Status.
_ (A) Basic.
(B) Alternate I.
_ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End
Products.
(iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for
Maintenance, Calibration, or Repair of Certain Equipment Certification.
_ (iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for

- __ (v) <u>52.223-9</u>, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).
 - __ (vi) <u>52.227-6</u>, Royalty Information. __ (A) Basic. __(B) Alternate I.

Certain Services-Certification.

- __ (vii) <u>52.227-15</u>, Representation of Limited Rights Data and Restricted Computer Software.
- (d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through https://www.acquisition.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have

been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
Any changes p	provided by	the offero	are applicable to this solicitation only, and do not result
			d certifications posted on ORCA.

(End of provision)

L.3. 52.225-18 PLACE OF MANUFACTURE (SEPT 2006)

- (a) Definitions. As used in this clause—
- " Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—
 - (1) FSC 5510, Lumber and Related Basic Wood Materials;
 - (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
 - (3) FSG 88, Live Animals;
 - (4) FSG 89, Food and Related Consumables;
 - (5) FSC 9410, Crude Grades of Plant Materials;
 - (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
 - (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
 - (8) FSC 9610, Ores;
 - (9) FSC 9620, Minerals, Natural and Synthetic; and
 - (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offer the end products it expects to provide in r	eror shall indicate whethe esponse to this solicitation	r the place of manufacture of on is predominantly—
	ctured in the United State	anticipated price of offered es exceeds the total ufactured outside the United
(2) [] Outside the United Sta	tes.	
L.4 AUTHORIZED CONTRACT ADM	INISTRATOR	
If the offeror does not fill-in the blanks bel to be the offeror's representative for Contr pertaining to payments.	ow, the official who signe act Administration, which	ed the offer will be deemed n includes all matters
Name:		
Address:		
Telephone Number:		

[Proposal Note: If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at http://www.dol.gov/owcp/dlhwc/lscarrier.htm.]

L.5 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws		Local nationals: Third Country Nationals:
(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws		Local nationals: Third Country Nationals:

(b)	The contracting officer has determined that for performance in the country of Th	ne
Philippines	S.	
	1 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	

 $\underline{\checkmark}$ Workers' compensation laws exist that will cover local nationals and third country nationals.

_ Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for warhazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) RESERVED

- **L.6.** 52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. (Nov 2011)
 - (a) Definitions.

"Person"—

- (1) Means—
 - (i) A natural person;
- (ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
 - (iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and
- (2) Does not include a government or governmental entity that is not operating as a business enterprise.

"Sensitive technology"—

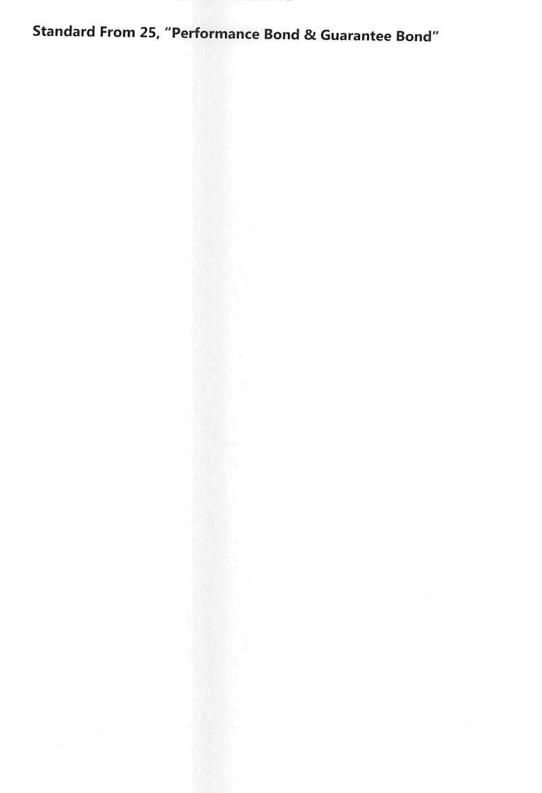
- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).
- (b) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
- (c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with <u>25.703-4</u>, by submission of its offer, the offeror—
- (1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and
- (2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined

petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

- (d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirement of paragraph (c)(2) of this provision do not apply if—
- (1) This solicitation includes a trade agreements notice or certification (e.g., <u>52.225-4</u>, <u>52.225-6</u>, <u>52.225-12</u>, <u>52.225-24</u>, or comparable agency provision); and
- (2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

ATTACHMENT #1



PERFORMANCE BOND

(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of

OMB Number: 9000-0045 Expiration Date: 6/30/2016

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405

PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION ("X" one)					
	INDIVIDUAL PARTNERSHIP					
	JOINT VENTURE CORPORATION					
	STATE OF INCORPORATION					
SURETY(IES) (Name(s) and business address(es)	PENAL SUM OF BOND					
	MILLION(S) THOUSANDS HUNDRED(S) CENTS					
	CONTRACT DATE CONTRACT NO.					

OBLIGATION

We, the Principal and Surety (ies), are firmly bound to the Unites States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action against any or all of us. for all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS

The Principal has entered into the contract identified above.

THEREFORE

The above obligation is void if the Principal-

- (a)(1) Performs and fulfills all the undertaking, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.
- Pays to the Government the full amount of the taxes imposed by the Government, if the said contracts is subject to the Miller Act, (40 U.S.C. 270a-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date

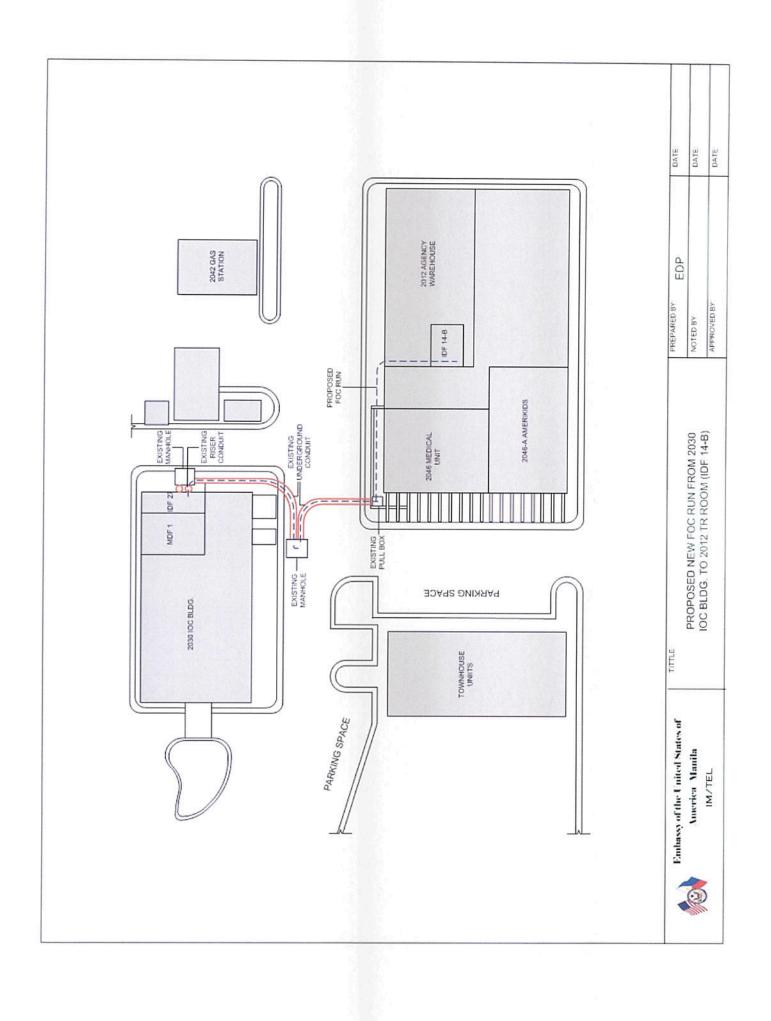
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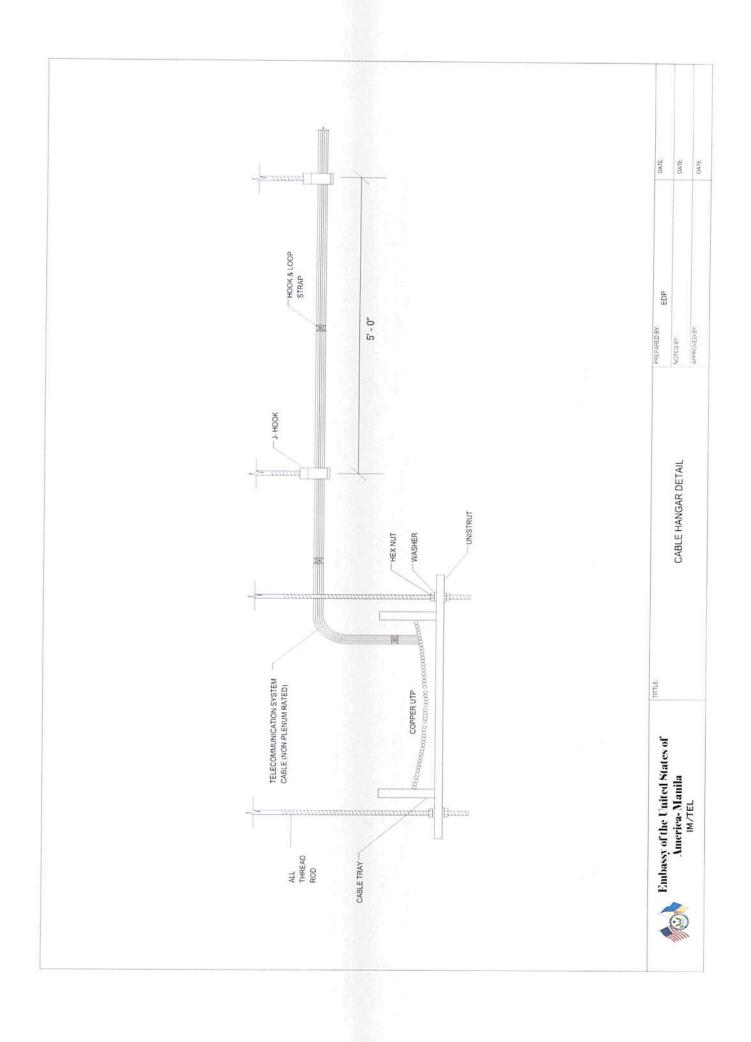
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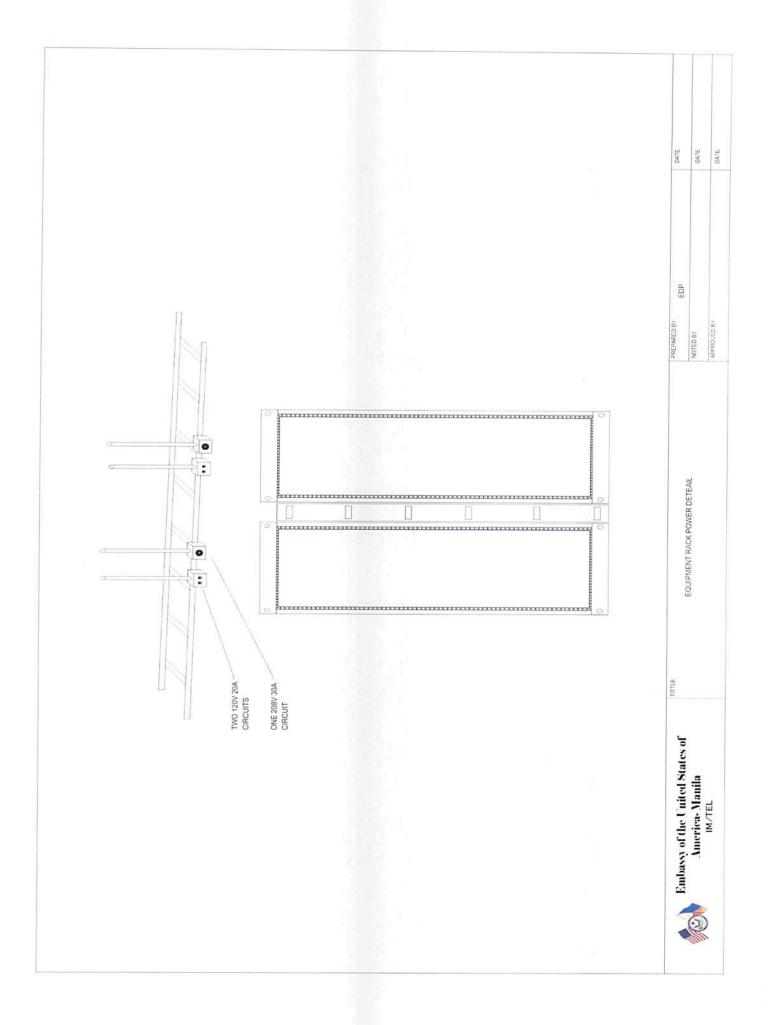
INSTRUCTIONS

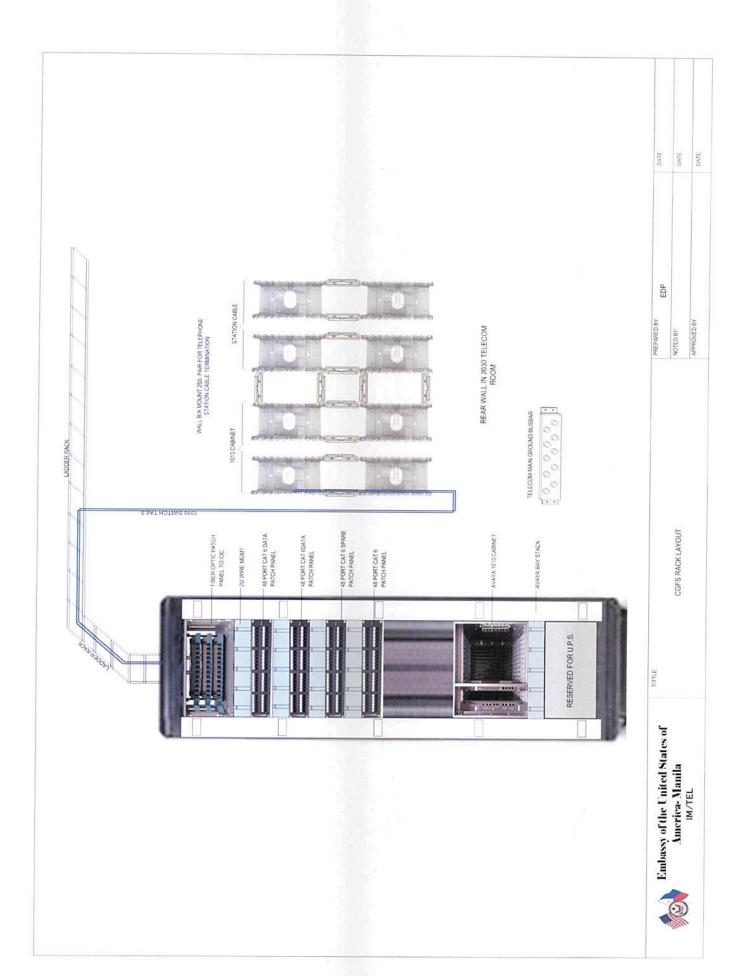
- 1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
- 2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., and attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- 3. (a) Corporations executing the bond as sureties must appear on the department of the Treasury's list of approved sureties and must act within the limitation listen therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE"

- SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.
- (b) Where individual sureties are involved, a completed Affidavit of Individual Surety (standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.
- 4. Corporation executing the bond shall affix their corporate seals. Individual shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- 5. Type the name and title of each person signing this bond in the space provided.









ATTACHMENT #3

UNITED STATES DEPARTMENT OF STATE BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS

COST OF MATERIALS:

Item no.	Description	Quantity	Unit	Unit Price (Php)	Cost(Php)
	Fiber Optic Patch Panel - 24 Ports (Rack Mount);	2	Pc	181	
_ 1	SC Connector MM				
2	SC connector, multimode	24	Pc		
3	CAT6 Patch panel, 24 ports	5	Pc		
4	BIX Terminal, 250 pairs	2	Pc		
5	Cable Manager, 1 RU	8	Pc		
6	CAT6 UTP cable, Blue	15	Box		
7	CAT6 UTP cable, Orange	30	Box		
8	CAT6 UTP cable, Green	15	Box		
9	RJ-45 Telcom Jack, Blue	55	Pc		
10	RJ-45 Telcom Jack, Orange	110	Pc		
11	RJ-45 Telcom Jack, Green	55	Pc		
12	Faceplate, 4 position	55	Pc		
13	Velcro, cable organizer	1	Roll		
14	EMT Pipe 3/4"	35	Pc		
15	EMT Pipe 1"	35	Pc		
16	EMT Pipe 1 1/2"	25	Pc		
17	EMT Adaptor w/ locknut 3/4"	20	Pc		
18	EMT Adaptor w/ locknut 1"	20	Pc	JA.	
19	EMT Adaptor w/ locknut 1 1/2"	25	Pc		
20	EMT Elbow 1 1/2"	15	Pc		
21	Metal Pull Box 6 x 6 x 4	10	Pc		
22	Cable Tray 4x8	30	Pc	1	
23	Aluminum Split tube	2	Pc		

24	Metal Screw #6	3	Во	
25	Threaded round bar	15	Po	
26	C-Channel	10	Po	
27	Angle bar 1/8x1 1/2	5	Po	
28	C-Clamp 3/4"	60	Po	
29	C-Clamp 1"	60	Po	
30	C-Calmp 1 1/2"	60	Pc	
31	EMT Pipe Support	1	lot	
32	Consumable Materials	1	lot	

^{*}Note: The Government reserves the right to convert contractor furnished materials to government furnished materials.

SUMMARY:

Item no.	Division/Description					
1	TOTAL LABOR COST / EQUIPMENT / TOOL / TRANSPORT					
2	TOTAL COST OF MATERIALS					
3	CONTINGENCIES					
4	OVERHEAD					
5	PROFIT					
	GRAND TOTAL PROJECT COST					

PART 1A – GENERAL (Building 2012 CFSC PSU Communication Horizontal Backbone and PART 1B- Fiber Optic Backbone between building 2030 and 2012 CFSC PSU)

1.1 SCOPE OF WORK

A. Work covered by this Section shall consist of furnishing labor, equipment, supplies, and materials unless otherwise specified, and in performing the following operations recognized as necessary for the installation, termination, and labeling of all telecommunications infrastructure as described on the Drawings and/or required by these specifications in building the horizontal backbone for data and voice services. Horizontal pathways are facilities that support the installation and maintenance of cables between the telecommunication room and the station outlet locations. The following are general build-out requirements for the horizontal backbone design.

B. Worked covered by this Section consists of establishes and defines the requirements for the engineering, construction, and installation of a turnkey fiber optic backbone between building 2030 and building 2012 within the Sea Front compound. The backbone will transmit both telephone and data circuits to the CGFSC PSU area of building 2012. The backbone will consist of defined segments traversing the street in front of building 2030 to an existing cable pull box on the corner of building 2046 with the terminating point in a (to be) constructed telecom room in building 2012 approximately .5 km distance. Each segment and termination will be constructed with the most recent Outside Plant (OSP) materials and practices in an effort to achieve maximum bandwidth and infrastructure life. The US Embassy will provide the Fiber Optic Cable (FOC) 12 strand Multi-mode 50 Micron for installation.

PART A:

- 1.1.1 Design Requirements: The contractor shall provide the communications backbone using the following criteria.
- 1.1.2. Cabling: The recommended use of non-plenum-rated CAT6 communications cable supported by a cable tray serving station conduits extending through the false ceiling space to the work station outlet is the general distribution method for this project, however if the contractor has an alternative design that may be submitted for consideration. Communications cables must never be allowed to rest on ceiling tile or be taped or tie wrapped to other service utilities or conduits. Whenever cable penetrates a smoke or fire-rated barrier, that barrier must be returned to its original rating through the use of one or more rated products.
- 1. Horizontal distribution cables for (1) voice, (2) data and (1) spare will be a UL Listed cable that meets or exceeds TIA/EIA 568B.2 Category 6 specification for performance at 250Mhz.
- 2. (IF APPLICABLE) Where required, horizontal cable will be marked CMP for use within an inside building returns air plenum as defined by the NFPA National Electrical Code. For CMP (plenum type) cable, all 4-cable pairs shall be insulated with FEP.

- 3. Cables shall be distinguished by different color sheaths for each purpose. Voice (telephone) cable will be blue. Data (ULAN) cable will be orange. Spare cable will be green. (If colors are not available locally notify the Contracting Officers Representative (COR) for direction).
- 4. Cables shall be home run to TR with no splices permitted.
- 1.1.3. Cable Tray: The design must be sufficient to hold the weight of all the cables likely to be supported over the life of the system, is routed correctly, and is installed to maximize usage. The cable tray should be wire mesh or basket type (e.g., Cabolfil, Inc. EZTray or equivalent locally procured product.) Suggested tray sizes for .26 diameter cables are as follows:
- a. 4" x 12" less than 300 cables
- b. 4" x 18" 300 to 450 cables
- c. 4" x 24" 450 to 600 cables.

Trays should be secured on five- to-ten-foot centers using a single double-sided channel centermounted steel supporting rod and bottom "T" connector, angled wall supports, or a trapeze support. If both sides of the tray cannot be accessed or other limitations prohibit the placement of cable equally in both sides of the tray, a trapeze or wall support system should be used. All tray installations must meet seismic bracing standards for Zone 4 and must be supported against horizontal, lateral, and vertical movement. Tray should be routed in a manner that reduces the need for long unsupported cable runs. However, the tray need not be extended to cover all areas of a floor simply to transport cables to one or two locations. Trays must only be utilized over areas with ceiling access and should transition to a minimum of two four-inch conduits when routed over fixed ceiling spaces greater than 30 feet or containing any angle greater than 20 degrees with total less than 180 degree bends. Trays should enter telecommunications rooms six inches into the room, and then utilize a radius bend in a "waterfall" to protect station cables from potential damage from the end of the tray. All penetrations through firewalls must be designed to allow cable installers to fire-seal around cables after they are installed. The use of tray-based mechanical fire stop systems instead of a transition to conduit is encouraged when a tray must penetrate a fire barrier. Trays must not be placed closer than five inches to any overhead light fixture and no closer than 12 inches to any electrical ballast. A minimum of eight inches of clearance above the tray must be maintained at all times to allow placement and management of the installed cables. All bends and T-joints in the tray must be fully accessible from above (within one foot). Trays should be mounted no higher than 12 feet above the finished floor and must not extend more than eight feet over a fixed ceiling area. Trays shall be electrically bonded end-to-end. Bond all tray/ladder rack and other metallic hardware used for communication distribution to the nearest grounding bus-bar. Ensure that bonding breaks through paint to bare metallic surface of all painted metallic hardware.

1.1.3.1 J-HOOKS

A. J-HOOKS or similar products that support CAT6 cable may be used to route cable from the tray to the power poles that will provide the pathway to the systems furniture. Provide equipment

from the following manufacturer or manufacturer approved by the COR capable of supporting CAT6 wiring:

- 1. ERICO Caddy Cable Cat Support System or similar system, if locally procured, the contractor will provide a sample to the COR for authorization.
- A. The installer may specify the use of single-style hangers, provided they have metal components to hold the sling closed and to secure the sling to the support structure. All plastic supports are not acceptable.
- B. Designs slings to be spaced at 4 foot to 5 foot intervals. The interval must vary in a single run to prevent a standing wave induction on the cable.
- C. The installer may specify the use of other J-hook style hangers, provided they are metal. Design supports to be spaced at 4 foot to 5 foot intervals.
- D. Specify appropriate hardware and parts to attach the supports to the permanent building structure (concrete columns or deck, structural steel, or other immovable structures capable of supporting the cable supports). Parts shall be specifically designed and where possible UL-Listed for their final installed configuration.
- E. Design for twelve (12) or fewer cables to be supported with J-hooks. Support more than twelve (12) Category 6 cables with slings or tray.
- F. Specify cable supports above concealed ceilings using a rigid support to a structural element, or by attaching directly to a structural element.
- G. Specify all J-hooks to use manufacturer provided bars to "close" J-hooks and not use cable ties.
- 1.1.3.2 Surface Mount Raceways (IF APPLICABE WITH COR APPROVAL) may be used to provide connectivity to the modular furniture not supported by power poles such as locations on outer walls.
- A. If the use of raceway systems becomes an option for areas where modular furniture is located on walls than it is required to include all components such as, raceways, high performance twisted pair rated fittings (tees and elbows) and junction boxes. All raceway used shall be compatible with AMP Ivory colored faceplates or as specified by the COR.
- B. The use of dual channel raceway (power and communications) is allowed. All products shall be UL-Listed for their application. Proper connectors and fittings shall be specified to ensure separation of utilities.
- C. Adhesive backing is not the preferred method of attachment and should only be used when fasteners cannot be used.

- D. Surface mount boxes shall be available in quad gang configurations. Boxes shall be UL-Listed and match the color of the faceplates and raceway. The faceplate shall attach directly to the surface mount box without requiring the use of any adapters.
- E. All surface-mount raceways shall be designed to maintain required copper and fiber bend radii. All surface-mount raceways shall anticipate the of four (4) UTP cables per work area outlet location. Raceways must be sized accordingly.
- F. Designers and Contractors shall not exceed 50% cable fill.
- 1.1.3.3 Communications System Furniture Poles
- A. Utility poles shall be approved for power and communications cabling, with separate pathways. Architectural columns should be considered in place of standard utility poles.
- B. Utility poles shall have pre-manufactured knock-outs for work area outlets. Work area outlets shall be installed flush or with minimal profile. Surface-mount boxes shall not be used on utility poles.
- C. Utility poles shall be used to provide the pathway for power and communications cabling into the modular furniture unless directed differently from the COR.
- 1.1.4 Patch Panels: CAT6- patch panels, wired to T568B, will be provided in the Telecom Room (TR). Patch panels will be mounted on a 483mn (19in) rack in the (TR) along with the hubs and wire management panels. The patch panels will be provided in 48-port sizes. All Data and spare station cables will be terminated on patch panels. Voice cable will be terminated on BIX blocks located on a Main Distribution Frame behind the 19" rack. Voice cables will be terminated T568A.
- 1.1.4.1 Data Patch Cords: A CAT6 data patch cord in the length required to provide proper wire management between components installed on the rack for each Data and Spare cable. They are orange in color.
- 1.1.5 Faceplates and Modular jacks: Faceplates will be provided as a four port with four modular jacks. The top two will be for data and will be the color orange, the bottom left jack will be for voice and will be the color blue, the bottom right jack will be the spare jack and will be the color green. The corresponding CAT6 cables colors orange for data, blue for voice and green for spare will be terminated on the jacks. DATA and SPARE jacks will be terminated as T568B and VOICE will be terminated as T568A. Provide a sample of the faceplate and jacks to the COR for review.
- 1.1.6 Telecommunications Main Grounding: All cabling systems and electronics-distribution equipment needs to be grounded for both safety and minimization of electromagnetic interference. Specifications for this are found in this section. Telecommunications grounding systems are composed of Telecommunications Bonding Backbones (TBB) and

Telecommunications Grounding Bars (TGB). Bonding requirements for Telecommunications follow Division 16 Section 16710 and the ANSI/TIA/EIA-607-A-2002 Joint standard.

- 1.1.7 Labeling Installation: Horizontal Cable Labeling:
- 1. All horizontal cables shall be labeled with self-laminating marking tape, Brady ID-Pro labeler, Panduit LS7 labeler, or COR approved equal labeling system. Identification shall be shown on as-built Drawings.
- a. Place label on a visible part of cable within 12" of termination point for ease of identification after termination. Size of letters and numbers shall be no less than 5/16" high by 1/8" wide. This shall be visible by removing outlet cover plate. For rooms with multiple outlet locations, identification would begin with the first receptacle to the left of the main entrance to the room and continuing clockwise around the room. Size of letters and numbers shall be as indicated above.
- b. Horizontal BIX-Block Labeling (Telephone): 1. At the TR, voice horizontal cables are terminated on their respective BIX blocks, with pairs on the blocks labeled in ascending room number order. All horizontal cables from the same room should be terminated in sequential order on BIX blocks. Place label on jacket of cable within 3" of the wiring block. Labeling scheme to be approved by the COR.
- c. Horizontal Patch Panel Labeling (Data/Spare): At the TR, data horizontal cables are terminated on their respective patch panels, with jacks on the panels labeled in ascending room number order. All horizontal cables from same room should be terminated in sequential order at the patch panels.
- d. Faceplate Labeling: At the rooms, the jacks will be labeled on the faceplates using the plastic insert to cover a printed identification tag with room number and proper jack designation as shown on the as-built Drawings.

PART A SECTION 2: STANDARDS

- 2.1 OVERSEAS BUILDING OPERATIONS STANDARD SPECIFICATIONS
- A. Division 16, Section 16710 Grounding and Bonding for Communication Systems.
- B. Division 16, Section 16726 Identification for Communication Systems.
- D. Division 16, Section 16742 Communications Termination Blocks and Patch Panels.
- E. Division 16, Section 16750 Communications Copper Backbone Cabling.
- F. Division 16, Section 16760 Communications Copper Horizontal Cabling.

- G. Division 16, Section 16761 Communications Faceplates and Connectors.
- 2.2 INTERNATIONAL STANDARDS and CODE REFERENCES
- 1. ANSI/TIA/EIA- 568B-1 and all addenda for Commercial Building Telecommunication Cabling Standard Part 1: General Requirements.
- 2. ANSI/TIA/EIA– 568B-2 and all addenda for Commercial Building Telecommunication Cabling Standard Part 2: Balanced Twisted-Pair Cabling Components.
- 3. ANSI/TIA/EIA 568B-3 and all addenda Optical Fiber Cabling Components Standard.
- 4. ANSI/TIA/EIA– 569-B and all addenda for Commercial Building Standard for Telecommunication Pathways and Spaces.
- 5. ANSI/TIA/EIA– 758A and all addenda for Customer-Owned Outside Plant Telecommunications Cabling Standard.
- 6. ANSI/NECA/BICSI 568-2001 Standard for Installing Commercial Building Telecommunications Cabling
- 7. NFPA 70, National Electrical Code, Latest Edition
- 8. NFPA 780, Standard for Installation of Lightning Protection Systems.

PART A SECTION 3: INTENT/OVERVIEW

3.1.2 INTENT OF DRAWINGS AND SPECIFICATIONS

A. These Specifications, together with the Drawings accompanying them, are intended to depict the installation requirements necessary to support this Project. Contractor shall furnish materials shown and/or called for on the Drawings but not mentioned in the Specifications, or vice versa, that are necessary for the installation and support of communications cabling, whether or not specifically called for in both. In addition, Contractor shall provide incidental equipment and materials required for the completion of systems included in this contract whether or not specified or shown on the Drawings to ensure that the contractor installs all material required for a complete system, including installation of communication cables, installation of communication outlets, and termination of all cables in the Telecommunications Room. Any questions about materials and installation should be brought to the attention of the COR. The Contractor is held responsible to be familiar with the provisions contained herein and with other Sections of this Specification as applicable to the completion of the installation.

3.2 SUBMITTALS

A. Product Data: For features, ratings, and performance of each component specified.

- B. Submit examples or manufacturer's instructions for storage, handling, protection, examination, preparation, operation, and installation of products. Include application conditions or limitations of use stipulated by any product testing agency. Submit examples for the following:
- 1. Cable supports, ladder racks, cable, jacks, faceplates and patch panels.
- C. Shop Drawings:
- 1. Component List: List manufacturer, part number, and quantity of each component. Include dimensioned plan and elevation views of equipment rooms, labeling each individual component.

PART A SECTION4: PRODUCTS

4.1 PRODUCT STANDARDS

- A. All materials shall conform with the current applicable industry standards including, but not limited to:
- 1. NEMA (National Electrical Manufacturers' Association)
- 2. ANSI (American National Standards Institute)
- 3. ASTM (American Society for Testing and Materials)
- 4. ICEA (Insulated Cable Engineers Association)
- 5. IEEE (Institute of Electrical and Electronic Engineers)
- 6. National Electrical Safety Code
- B. In addition, all Material shall be Underwriters Laboratories Listed unless otherwise indicated.
- C. All products must be new.
- 4.2 CABLE TRAY
- A. Approved Manufacturers:
- 1. Hoffman
- 2. Cooper B-Line
- 3. Chatsworth Products Inc.
- 4. Locally manufactured. Submit sample to COR for approval

CABLE MANAGEMENT FOR RELAY RACKS

- A. Cable management shall be black metal or plastic with integral wire retaining fingers.
- B. Vertical management panels shall have front and rear channels.
- C. Vertical cable management panels shall have removable front and back covers made of black metal.
- D. A horizontal crossover cable manager shall be provided as shown on Drawings for each relay rack, with minimum height of 1 rack units each.
- E. Approved Manufacturers:
- 1. Panduit
- 2. Hoffman
- 3. Chatsworth Products Inc.
- 4. Locally procurable submit sample to COR

PATCH PANELS - CATEGORY 6

- A. Termination panels shall support appropriate Category 6 applications and facilitate cross-connection and inter-connection using modular patch cords.
- B. Sized to fit an EIA standard, 19-inch (482.6 mm) relay rack.
- C. Accommodate a minimum of 48 ports for each rack mount space, where 1 rack mount space is equal to 1.75 inches (44.5 mm).
- D. Have angle left and angle right modules to provide optimum cable management.
- E. Have removable 6 port modules to allow replacement in field.
- F. Have Category 6 jacks available in both T568A and T568B wiring schemes, with 110-style termination.
- G. Allow for minimum of 200 re-terminations without signal degradation below standards compliance limit.
- H. Have port identification numbers on both the front and rear of panel.
- I. Provide clear label holders and white designation labels with panel, with optional color labels available.

- J. Be made by an ISO 9001 Certified Manufacturer.
- K. Electrical Specifications:
- 1. Meet ANSI/TIA/EIA-568-B.2-1 Category 6 component specifications.
- 2. Meet following requirements:

TIA/EIA-568-B.2-1 Category 6 Compliant; ISO/IEC 11801, 2nd ed. Category 6 Compliant Freq. Ins. Loss NEXT PSNEXT ACR PSACR ELFEXT **PSELFEXT** Return Loss (MHz) (dB/100m)Loss(dB)Loss(dB) (dB) (dB) (dB) (dB) (dB) 2.1 75.5 73.5 73.5 7 1.5 71.0 68.0 20.2 4 3.9 66.5 64.5 62.7 60.7 59.0 56.0 23.2 8 5.4 62 60.0 56.7 54.7 52.9 49.9 24.7 10 6.1 60.5 58.5 54.5 52.5 51.0 25.2 48.0 16 7.7 57.4 55.4 49.8 47.8 46.9 43.9 25.2 31.25 10.8 53.1 51.1 42.4 40.4 41.1 38.1 23.8 15.5 62.5 48.6 46.6 33.2 31.2 35.1 32.1 21.7 100 19.9 45.5 43.5 25.7 23.7 31.0 20.3 28.0 200 29.1 41 39.0 12.0 10.0 25.0 22.0 18.2 250 32.9 39.5 37.5 6.7 4.7 23.0 20.0 17.8 350 39.9 37.3 35.3 20.1 17.3 17.1 42.9 400 36.5 34.5 19.0 15.9 16.9 500 48.1 35.9 33.9 16.9 13.9 16.3 550 50.7 34.8 33.6 15.8 13.1 15.8

- 3. Be UL verified for TIA/EIA Category 6 electrical performance.
- 4. Steel frame with black powder coat finish in 48 port configurations.
- 5. Have port identification numbers on both front and rear of panel.

PART A SECTION 5: EXECUTION

5.1 Installation Finishes

A. All work must be free from dust, dirt, and other foreign materials before the installation of any termination hardware or the termination of copper or fiber optic cables

- B. Each Contractor shall be knowledgeable of work to be performed by other trades and take necessary steps to integrate and coordinate their work with other trades during installation.
- C. The Contractor shall be responsible for furnishing all materials on the drawings or as specified herein for a complete communications distribution system.
- D. Any changes of material to locally manufacture must be approved in advance by the COR.
- E. All communications infrastructure shall be installed for optimal performance.

- F. All communications infrastructure shall be installed for easy moves, adds, and changes in the future.
- G. All work performed in occupied spaces shall be in a manner that allows the owner to operate the existing facilities on a continuous basis.
- H. All anticipated/planned user outages, shall be submitted to the COR for approval before starting work.
- I. Warranty: The project will be warranted for a period of one (1) year. A one-year materials and labor warranty shall be provided on all cable and hardware installed by the telecommunications contractor. This shall be in addition to any and all factory warranties that can be provided.

PART A SECTION 6: AS-BUILT DRAWINGS AND TESTING

6.1 As-Built Drawings and Information: The Contractor shall prepare and submit record drawings at an appropriate scale on CDROM.

The record drawings shall convey the following information:

- · Locations and Identifiers of all work area outlets.
- All horizontal pathway elements including but not limited to cable tray and conduit.
- Location and identifiers of all Telecommunications Rooms installed material.
- All backbone pathway elements.
- 6.2 Horizontal cable testing and records: Each cable shall have a permanent link test performed. For Category-5E-rated links a level II tester or better must be used to certify the cable to 100MHz. For Category-6-rated links a level III tester must be used to certify the cable to 250 MHz. The contractor shall test and certify all cable and provide documented results of the testing. If any cable-run tests defective, the contractor shall replace defective cable.

PART B SECTION 1: BACKGROUND

This Statement of Work (SOW) establishes and defines the requirements for the engineering, construction, and installation of a turnkey fiber optic backbone between building 2030 and building 2012 within the Sea Front compound. The backbone will transmit both telephone and data circuits to the CGFSC PSU area of building 2012. The backbone will consist of defined segments traversing the street in front of building 2030 to an existing cable pull box on the corner of building 2046 with the terminating point in a (to be) constructed telecom room in building 2012 approximately .5 km distance. Each segment and termination will be constructed with the most recent Outside Plant (OSP) materials and practices in an effort to achieve maximum bandwidth and infrastructure life. The US Embassy will provide the Fiber Optic Cable (FOC) 12 strand Multi-mode 50 Micron for installation.

1.1. Scope of Work.

- 1.1.1 The contractor shall provide all personnel, equipment, tools, materials, supervision and all other components necessary to Engineer, Furnish, Install and Test (EFI&T) a fiber optic link from the telephone demarcation point in building 2030 to the CGFSC telecom room in building 2012. The start/end points of the segments are detailed in section 3.3.5.
- 1.1.2 The fiber optic network will consist of the following:
- 1.1.2.1 Use the existing outside plant conduit infrastructure that runs between buildings 2030 to building 2046 pull box. Install trade size 4 rigid steel conduit and one (1) inner-duct (40 50mm) between building 2046 pull box to building 2012 PSU telecommunications room routing underneath the buildings rain gutter or as directed by the IM/Facilities POC. If the rigid steel conduit is not possible the use of PVC Type D conduit may be used at the discretion of the Facilities engineering staff, if unable to use the side of the building for the route of the conduit pathway propose an alternative path to building 2012. Information on existing Sea Front ducts routes can be obtained through the US Embassy Point-of-Contact (POC) identified in section 5.0 at the end of this document.
- 1.1.2.2 The US Embassy will provide the 12 strand Multi-mode 50 Micron outside plant fiber cable that will meet or exceed the recommendations of International Telecommunication Union-Telecommunication Standardization Sector. The Fiber segment that enter the buildings will be terminated on a contractor provided fiber optic patch panel in a rack. The installed fiber cable shall be terminated with UPC (ultra-polished connectors) SC pigtails.
- 1.1.2.3 The contractor will provide all necessary material to include racks, patch panels, patch cables (duplex), cable management, splice trays, and connectors at the cable termination points for each FODF (Fiber Optic Distribution Frame) to make a complete inside Plant (ISP) fiber optic network.
- 1.1.2.4 The contractor will provide all necessary material to include maintenance holes, hand holes, racking, grounding, FOC splice enclosures, duct plugs, warning tape to make a complete OSP network based on their design.

PART B 2.0: APPLICABLE DOCUMENTS

Contractor shall follow best commercial practices and standards referenced in below documents. Requirements outlined in this SOW take precedence over any referenced documents. Where standards addressed in these reference documents for the same technical specification, the more stringent shall apply. These standards are available at Global Engineering Documents, 15 Inverness Way East, Englewood, CO 80112-5704 or International call 1-(303) 397-7956.

- 2.1. EIA/TIA-568-B.1, Commercial Building Telecommunications Cabling Standard, General Requirements.
- 2.2. EIA/TIA-568-B.3, Optical Fiber Cabling Components Standard.
- 2.3. EIA/TIA-569-A, & Addendums 1-4, 6 & 7, Commercial Building Standard for Telecommunications Pathways and Spaces.
- 2.4. EIA/TIA-758, & Addendum 1, Customer-Owned Outside Plant Telecommunications Cabling Standard.
- 2.5. EIA/TIA-526-7A, Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant.
- 2.6. ANSI/TIA-455-133-A, Measurement Methods and Test Procedures -Length Measurement.
- 2.7. ANSI/TIA/EIA-607-A, Commercial Building Grounding and Bonding Requirements for Telecommunications.
- 2.8. NFPA-70, National Electrical Code (NEC) 2002.
- 2.9. OSHA Technical Manual (OTM) Section V: Chapter 2, Excavations hazard recognition in trenching and shoring.

PART A and B SECTION: 3.0. REQUIREMENTS

- 3.1. Coordination and Preparation.
- 3.1.1. Infrastructure Life/Right of Way. RESERVED
- 3.1.2. Coordination. The contractor shall not perform any work on US Embassy sites without prior coordination with the US Embassy POC. The contractor shall provide a personnel roster, vehicle roster, and work schedule that must be vetted through the US Embassy security staff procedures for access to US Embassy facilities. If the contractor recommends an underground pathway than the contractor is herewith informed that numerous underground utilities exist within the Sea Front facilities which are unrecorded and whose locations are unknown. The contractor is directed to exercise appropriate caution in all excavation operations. The contractor must coordinate all excavation work on US Embassy property with the US Embassy POC and

must obtain, from the POC, US Embassy Facilities Section digging permits. The Embassy Facilities Section is the sole digging permission authority. The contractor shall provide detailed information about all digging areas prior to start of construction. The US Embassy Facilities Section may impose, and the contractor will comply with, requirements for special testing for unexploded ordinance along the construction routes before permits can be issued.

- 3.1.3. Permits and Plans. The contractor shall obtain all required approvals, permits and licenses, local and otherwise necessary to perform the work and implement the requirements defined herein. The contractor will clarify all right of way issues prior to the start of the project (where this is not possible, the rights of way issues must be clarified by the contractor as the project is underway).
- 3.1.3.1 The contractor shall coordinate engineering, implementation and testing of the project with the Embassy POC. Any site plan drawings provided to the contractor, (building floor plans; drawings showing underground utilities such as power cables, water, gas, heating, sewage and drainage; as well as the five-year development plans) cannot be verified for accuracy. Site plan drawings will only be provided during the engineering and implementation phase as necessary and must not be relied upon for bidding or installation.
- 3.1.3.2 Local Telecommunications Law and Communications regulations: Reserved.
- 3.1.4. Work Schedule. The contractor guarantees to complete the work within Thirty (30) working days from the date of Notice to Proceed. The contractor is not required to work holidays or to work evening hours. A standard, daytime work shift such as 08:00 to 17:00 Monday through Friday is acceptable. The contractor is required to meet the contract completion date. Performance during weekends, holidays and non-standard working hours (both American and Filipino) shall only be scheduled with the approval of the US Embassy POC. The U.S. Embassy will not be liable for any schedule delays as a result of disapproval.
- 3.1.5. Site Maintenance and Storage. The contractor shall provide all storage/staging areas required for equipment, materials, and personnel. The contractor shall keep the work site in a clean and orderly manner. All equipment, materials, and supplies shall be stored so as to maintain a secure and safe work site. The contractor shall provide, and is responsible for, any security needs required to protect equipment, materials, and supplies required under this SOW. The contractor shall ensure that all surplus equipment, materials and supplies are removed from the work site upon completion of the work. The contractor shall insure that the work site is restored to its original or better condition. This includes—but is not limited to—backfilling cable trenches; repairing grassy areas damaged by trucks and equipment movements; repairing damage to buildings; and repairing roads to pre-existing conditions.
- 3.1.5.1 Liability. The contractor shall be held responsible for any and all property damage that may incur in conjunction with his efforts to implement the requirements defined herein. The US Embassy or its representatives shall not be liable for any damages, to the environment or property, as a result of the contractor's work.
- 3.1.5.2 Liquidated Damages—Construction

- (a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of <u>P 8,296.00</u> for each calendar day of delay until the work is completed or accepted.
- (b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.
- 3.1.6. Safety. During all phases of the project, adhere to all applicable U.S. Embassy safety standards as well as those prescribed by Philippine law.
- 3.2. Surveying and Engineering.
- 3.2.1. Survey. The contractor shall perform a pre-survey of the proposed routes. The contractor shall conduct a final survey after the approval of the routing by the US Embassy POC. Any, dig test/pilot holes along the agreed upon routes prior to trenching, and clear the routes of any and all obstructions must be pre-approved.
- 3.2.2. Cable Splicing, Maintenance Holes, Hand Holes. (If Applicable) Cable splice locations will be buried in hand holes (min. depth of 25 cm.) with no access; the splice cases must meet industry standards. The contractor shall enclose fiber optic splices in weatherproof splice cases equipped with all necessary optical cable organizer trays and optical cable organizers specially designed for splicing fiber optic cable. Maximum distance between splices shall be maintained. Partial cable lengths or partial spools spliced together which increases overall segment span loss will not be permitted. Splices at building entry points and cable vaults shall be avoided. Any equipment shelters must be water proof, grounded in accordance with industry standards, secured against unauthorized entrance, and meet existing commercial standards. All hand holes, man holes, and vaults will have a maintenance loop at a minimum; 5 meters on each side of a splice, 10 meters in pass through handholes/manholes, and 20 meters in equipment vaults.

3.3. Implementation.

3.3.1. Trenching (Option). Where new conduit is installed, it must be buried a minimum of 90 cm deep. The contractor shall backfill open trenches or pits where the contractor installs cables/conduits. The contractor shall surround cables/conduits with fine sand. The bottom and sides shall have a 5 cm layer of fine sand and the top shall have at least a 20 cm layer of fine sand (not required when plowing duct). The contractor shall install a warning tape, with an embedded trace wire, on the top of the fine sand (or above the plowed duct) that has a repeatedly printed warning statement such as "Caution! Fiber Optic Cable Below." Replacement of non-compressible material shall not exceed 20%. Regardless of installation technique, the surface of the ground must be restored to original condition. The contractor shall seal the conduit with plastic duct sealing rings or plugs at each maintenance hole and building entrance after the cable has been installed. When installed, all seals will be gas and watertight. Where applicable, fire stop will be used to seal building core drills and ducts.

- 3.3.2. Cable Installation. The fiber optic cable shall be installed as per the manufactures instructions, not exceeding the maximum pulling strength or minimum bending radius of the cable. The contractor will test the fiber optic cable before and after installation to insure no damage has occurred to the cable. If the cable is damaged, either before installation or during/after installation, the contractor will replace the cable with one that is undamaged. The cable shall be marked as follows on the cable "AMEMBASSYPSU001".
- 3.3.3. Restoral. The contractor shall restore disturbed pavement, concrete, asphalt, or gravel according to the Industry Standard. Grassy areas will be returned to grade and seeded. The contractor shall dispose of all excess soil after the cable and conduit is installed. Any contaminated soil found on this project shall be immediately identified in writing to the US Embassy POC. Contaminated soil on US Embassy property shall be addressed to the US Embassy Facilities Section. As necessary, exchange excavated soil if compaction of the soil is not possible (e.g., swampy areas).

3.3.4. Inside Plant:

PART A: The contractor shall install the cable tray and horizontal backbone as required in PART A.

PART B: The contractor will terminate the cables in the buildings with G.655 pigtails with SC UPC connectors. The terminated fiber will be installed in a contractor supplied fiber optic patch panel which shall be a maximum of 1 rack unit high with 24 ports (12 duplex positions) for each 24 strands of fiber or fraction thereof and be labeled IAW Manila IM Standards. The patch panel shall be installed in an Optical Distribution Frame (ODF/Cabinet). Existing ODFs/cabinets may be used when approved by the US Embassy POC. If a cabinet is required, the contractor shall provide one with concurrence from the US Embassy POC. The contractor shall mark and tag all cables/conduits in each building and manhole IAW Manila IM Standards. Each cable termination at the ODF shall be accompanied by a three (3) meter maintenance loop. Location of maintenance loops will be determined on a site by site basis. A set of (6) duplex SC-SC patch cords will be delivered to building 2030 and building 2012.

- 3.3.5. Routing and Termination. Install and terminate a US Embassy furnished 12 strand, multimode, fiber optic cable from Bldg. 2030 MTS to an ODF in Bldg. 2012 PSU telecommunications closet. The preferred route is a conduit installed beneath the rain gutter of Bldg. 2046/2012. See US Embassy POC for entrance facility information into the Embassy compound.
- 3.4. Testing and Acceptance.
- 3.4.1. Installation Acceptance Inspection. The fiber segments shall be inspected by US Embassy representatives prior to subsequent acceptance tests. US Embassy representatives shall be permitted to observe the acceptance test. The contractor will coordinate to ensure a mutually agreeable time with the US Embassy representatives. The acceptance test shall begin no more than 2 weeks (14 calendar days) after installation completion.

- 3.4.2. Acceptance Testing. The contractor shall test the fiber optic cable node to node (end to end). A bi-directional Optical Time Domain Re-flectometer (OTDR) test and a bi-directional light source/power meter test (all at 1310, 1550 and 1625 nm and in accordance with EIA/TIA-5267A and ANSI/TIA-455-133-A) will be conducted on each strand.
- 3.4.2.2 All splices shall not exceed 0.1 db loss per splice when tested from both directions. Any splice that does not meet the standard shall be re-spliced until the standard is achieved.

3.5. PART B: WARRANTY

- 3.5.1. Workmanship. The contractor shall provide a warranty on all services and work performed under this SOW. The warranty period shall start on the date of acceptance per segment and continue for a period of 24 months thereafter. The warranty period shall cover all replacement parts at no additional cost to the US Embassy. The warranty shall cover all workmanship and conform to the requirements identified herein. All work done by the contractor shall be guaranteed free from defect for the warranty period.
- 3.5.2. Equipment and Materials. The contractor shall provide a warranty on all equipment and materials installed or provided under this SOW. The equipment and materials shall be free from defect for a minimum period of 24 months from date of acceptance of each segment. Warranty periods provided by the original manufacturer which exceed 1 year shall be extended to the US Embassy for their full duration by the contractor. The warranty period shall cover all replacement parts at no additional cost to the US Embassy.
- 3.5.3. Quality Control and Re-Performance. Performance by the contractor to correct defects found by the US Embassy as a result of quality assurance surveillance and by the contractor as a result of quality control, shall be at the contractor's expense and without additional reimbursement by the US Embassy.
- 3.6. Cable Plant Administration. (RESERVED)

4.0. PART B: DELIVERABLES

- 4.1. Engineering Design Plan. The contractor shall provide proposed engineering to the US Embassy Procurement Section for approval before constructions begins. The contractor shall provide all associated drawings electronically in the latest version of AutoCAD format and three
- (3) American Nation Standard Institute (ANSI) D (22×34 in, 559×864 mm) sized paper copies. The contractor will develop a Bill of Material (BOM) listing all materials to be used for this effort. The BOM list will be submitted to the U.S. Embassy for approval prior to installation in an MS Word or Excel format.
- 4.2. Test Plans, Procedures, and Reports.
- 4.2.1. Test Plans & Data. Test plans and data shall be supplied to the US Embassy IM POC for approval. The contractor shall prepare and submit for the U.S. Embassy approval a Test Plan and

Test Procedures for the acceptance testing of the network or segment. The Test Plan and Test Procedures shall identify the procedures to be followed and the test equipment to be used. Test equipment shall be calibrated per manufacturers' instructions and documents supporting such calibration shall be made available to the US Embassy IM POC for inspection. Draft test plans and test procedures shall be submitted 45 calendar days prior to the start of test. After US Embassy approval of the draft test plans and procedures the final test plans and procedures shall be submitted not later than 30 calendar days prior to the start of the test.

- 4.2.1.1 The contractor shall identify each location where an OTDR measurement was made. Date and time shall be noted for each measurement. The contractor shall document and record the test results electronically, on disc and submit them to the US Embassy IM POC. The OTDR shall be submitted in their original data format, with a program provided (at no additional cost to the US Embassy) to view and analyze the results, and converted to a standard office electronically viewable product (Excel, Word, Adobe Acrobat etc...).
- 4.2.2. Monthly Progress Reports. The contractor shall provide monthly status reports in English to the US Embassy IM POC. The monthly report will include meters of trenching completed, meters of conduit installed, meters of fiber installed, number of splices completed, number of maintenance holes/hand holes installed, and a map detailing the locations the above tasks were conducted. Data shall be provided in electronic format using MS Excel or Word and AutoCAD.
- 4.2.3. Acceptance Test Report. The contractor shall provide four (4) copies of all Acceptance Test Reports no later than seven (7) working days after completion of the test. The contractor shall provide three (3) copies of the report in English and one (1) copy in Arabic. Data shall be provided in electronic format using Excel, Word, Adobe Acrobat and AutoCAD as applicable.
- 4.3. Cable Routes and As-Built's.
- 4.3.1. Cable Routes. The contractor shall document the route of the fiber optic cable on disc and hardcopy. The AutoCAD drawings and listed in an Excel spreadsheet. The contractor shall provide route documentation to the US Embassy and provide the full Land Registry details with the length of cable in each plot, property ID number, and plans to the US Embassy Facility Office in a format that is to their satisfaction.
- 4.3.2. As-Built Drawings and Parts List. The contractor shall provide three (3) American Nation Standard Institute (ANSI) D (22×34 in, 559×864 mm) sized paper copies "As-Built" drawings to document the entire route and parts list reflecting the installed system, plus four (2) CD's of the data in the latest addition of AutoCAD. The "As-Built" drawings shall incorporate any and all changes made to the original drawings during installation. The As-Built drawings and parts list shall be submitted to the U.S. Embassy no later than 30 calendar days after completion of each segment. All scaled drawings shall show measures in the metric system. A comparison scale of meters versus feet shall be shown above the drawing block.
- 4.4. Technical Manuals. The contractor shall provide one (1) copies of the manufacturer's technical manual (in English) associated with the major items of contractor-furnished equipment. If available and applicable, one Filipino copy will be provided.

- 4.5. Quality Control. The contractor shall provide a Quality Control Plan to the US Embassy POC no later than 14 working days after contract award.
- 4.6 Cable Plant Administration Reports. During the contract warranty period the contractor will provide an annual cable plant administration report. During this period provide the report in an MS Word or Excel format.

5.0. NOTES

POC:

US Embassy Manila Contracting Officer

1201 Roxas Boulevard

Manila 1000 Philippines

Telephone: 63 (2) 301-2000

E-mail: MNLCPRequests@state.gov

ATTACHMENT #5 Philippine and American Holidays

(a) The Department of State observes the following days as holidays:

New Year's Day (U.S./PHL) M. L. King Jr. Day (U.S.) U.S. President's Day (U.S.) Maundy Thursday (PHL) Good Friday (PHL)

Bataan & Corregidor/Heroism Day (PHL)

Philippine Labor Day (PHL) U.S. Memorial Day (U.S.)

Philippine Independence Day (PHL)

U.S. Independence Day (U.S.)

Eid-ul-Fitr (PHL)

Ninoy Aquino Day (PHL)
U.S. Labor Day (U.S.)
Columbus Day (U.S.)
All Saints' Day (PHL)
U.S. Veterans Day (U.S.)
U.S. Thanksgiving Day (U.S.)
Christmas Day (U.S./PHL)

Rizal Day (PHL)

Last Day of the Year (PHL)

January 1

3rd Monday of January 3rd Monday of February

Movable Date Movable Date

April 9 May 1

Last Monday of May

June 12 July 4

Movable Date August 21

1st Monday of September 2nd Monday of October

November 1 November 11

4th Thursday of November

December 25 December 30 December 31

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

Biographical Data Form for Contractual Hires Diplomatic Security Investigative Unit (DSIU) 301-2661/301-2078

Full Name:							
(Last)	((First)	(1)	Middle)			
Present Address:			Starting:				
Provincial Address:		F	_To:				
Tel. No:	Date of Bir	rth:	Place of Birth	:			
Other Names Used:							
(Maiden, Nickname, etc.		0.0					
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Have you ever been arres details)	ted or charged with a	any offense by the	police or the milita	ary? (If yes, provide full			
Are you now, or have you overthrow of the United S							
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Please S	Submit the Following	g to DSIU - Rooi	n 138-B, NOX 1 B	uilding			
FIRST TIME BADGE A	ND RECORD CHECK		FOR BADGE	RENEWALS ONLY			

- Original copy of NBI clearance
 Original copy of Barangay clearance
 Original copy of Police clearance
 Biographic data sheet
 Cover memo from Employer/Section Head
 2X2 photo

- Cover memo from Employer/Section Head Biographic data form 2x2 photo